

## **The complaint**

Miss A complains about Protector Insurance UK's (Protector) handling of a claim made under an insurance policy which covers her leasehold property.

Where I've referred to Protector throughout, this also includes any actions and communication by agents appointed by Protector to act on their behalf.

## **What happened**

Miss A is a leaseholder of a property, and she is a beneficiary under the freeholder's building insurance policy underwritten by Protector. Miss A complains about Protector's handling of a claim for damage to her leasehold property.

There was a leak from the property above Miss A's which caused damage to her property, so she made a claim to Protector. Miss A was told that Protector couldn't continue with the claim until the neighbouring property leak had been repaired.

Once the leak had been repaired Miss A notified Protector. Drying was arranged along with some stripping out works. However, during the course of the bathroom tile removal, Miss A's bath was damaged.

Miss A complained to Protector about their handling of her claim. This included delays, poor communication, missed appointments and her bath being damaged rendering it unusable.

Protector issued a final response to Miss A's complaint on 30 October 2023. In this, they apologised for the damage that was caused and confirmed they'd be visiting to replace the bath.

Miss A subsequently asked the Financial Ombudsman Service to look into her complaint.

One of our investigators looked into what had happened up to Protector's final response dated 30 October 2023. She said the service Miss A had received was poor, and she recommended Protector pay Miss A £150 compensation.

However, the investigator also noted that Miss A's bathroom still hadn't been fixed. She explained she wasn't able to consider anything that occurred after Protector's final response dated 30 October 2023, including that the bathroom still hadn't been fixed since then. She said Miss A would need to raise a new separate complaint with Protector regarding this.

Despite the investigator chasing Protector for a response to her assessment and recommended £150 compensation, they didn't respond. Therefore, the case was passed to me for a final decision.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint.

Firstly, I should explain that I'm also only considering Miss A's complaint up to the date of Protector's final response of 30 October 2023. Following guidance from our investigator, Miss A has raised a new separate complaint with Protector about what has happened after that point – which includes the ongoing issues with the repairs to her bathroom.

Once Protector has considered the new complaint and issued a final response, and if Miss A remains unhappy, she'd be able to refer that new separate complaint to this service for consideration in line with our usual rules and timescales.

Having considered what happened up to Protector's final response dated 30 October 2023, I've reached the same outcome as our investigator.

Miss A first made her claim for damage caused by a leak from the property above in mid-June 2023. Protector said they wouldn't be able to carry out repairs to Miss A's property until it had been confirmed that the leak from above had been repaired. I don't think Protector acted unfairly here, as if the leak wasn't fixed, they wouldn't have been able to effectively repair Miss A's property. I recognise there was a delay in the third party confirming the leak had been repaired, but I can't hold Protector responsible for this.

Following confirmation of the leak repair, Protector appointed agents to deal with the repairs. But there was a delay in them being appointed, inspecting the damage and drying commencing after the inspection. And the drying took four weeks rather than the estimated two to complete.

During strip out works, Miss A's bath was also damaged. And during inspection of that damage, additional damage was caused to the bath panel too. It was confirmed that the bath needed replacing and couldn't be repaired. As a result of the damage caused, the bath was unusable in the interim. As a result, Miss A had to use friends and family members bathing facilities, and I understand this has been very difficult for her.

From the information provided, it also appears there were missed appointments by contractors and poor communication throughout too, which resulted in Miss A needing to contact Protector for updates and to try to move things forward.

I appreciate Miss A has continued to have issues with Protector, their agents, and her bathroom repairs after Protector's final response of 30 October 2023, but what happened after this date would be part of the separate complaint and not something which I can consider here.

However, for the period I'm considering here, I think the claim handling fell short for various reasons as outlined above. And having considered all the information provided, I agree with our investigator that Protector should pay Miss A £150 compensation for what happened.

I also note that Miss A has briefly mentioned she lost income as she wasn't able to continue with her accommodation business from home due to the damage Protector caused to her bathroom. But I can't see that Miss A has provided information in support of this to Protector, such as outlining the losses she's incurred. And I assume that she'll still be having this issue given her bathroom hasn't yet been fully repaired. Therefore, if Miss A believes Protector has caused a loss of income as a result of damaging her bathroom, and is able to provide information surrounding this, she should raise this with Protector to consider in the first instance.

### **My final decision**

It's my final decision that I uphold this complaint and direct Protector Insurance UK to:

- Pay Miss A £150 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 7 March 2024.

Callum Milne  
**Ombudsman**